

EXHIBIT 2



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
F I L E D

LESA MORAN,

SEP 17 2015

Plaintiff,

SALLY HOWE SMITH, COUNTY CLERK
STATE OF OKLA. TULSA COUNTY

v.

Case No.: CJ-2015-_____

GEICO CASUALTY COMPANY,

MARY F. FITZGERALD

Defendant.

CJ-2015-03425
PETITION

COMES NOW the Plaintiff, Lesa Moran, and for her causes of action against Defendant GEICO Casualty Company, alleges and states as follows:

I. JURISDICTION AND VENUE

1. Plaintiff Lesa Moran ("Moran") is a citizen of the State of Oklahoma and resident of Tulsa, Tulsa County, State of Oklahoma.
2. Defendant GEICO Casualty Company ("GEICO") is an insurance company incorporated in Maryland with corporate headquarters and principal place of business in Washington, D.C. and licensed to and engaged in the business of insurance in the State of Oklahoma, including Oklahoma County.
3. The events which give rise to this lawsuit occurred in Tulsa, Tulsa County, Oklahoma.
4. The District Court in and for Tulsa County has jurisdiction over the parties 12 O.S. §§ 137, 141, and 187.

FACTS

5. Plaintiff hereby adopts and alleges each of the facts and allegations set forth in paragraphs 1-4 above.

SALLY HOWE SMITH
COURT CLERK

2015 SEP 17 PM 2:28

6. On the afternoon of December 20, 2013, Plaintiff was a passenger in a vehicle that was traveling in the outside, westbound lane of East 11th Street. As the vehicle slowed down to turn right onto South Hudson Avenue, it was violently struck from behind, by a driver showing extreme symptoms of drug intoxication. The force of the impact was so severe that the headrest attached to Plaintiff's seat completely broke off and was ultimately found in the back of the vehicle by police.

7. At the time of the accident, Plaintiff was an insured for uninsured/underinsured motorist ("UM") coverage under a policy issued by Defendant with UM policy limits in the amount of \$25,000.00.

8. EMSA treated Plaintiff at the scene and took her to the emergency room at St. Francis Hospital for pain in her back, neck and head. As a result of the wreck, Plaintiff suffered steadily increasing pain in her neck that radiated across her shoulders and down her shoulder blades, lower back pain that radiated down to her legs, spasms through out her spine, and constant headaches. Soon thereafter, Plaintiff began treatment with Dr. Cate at Cate Chiropractic Center.

9. On January 7, 2014, counsel for Plaintiff sent correspondence to Defendant to confirm his representation of Plaintiff for injuries she sustained in the wreck and to inquire about any available UM coverage and/or Medical Payments coverage.¹ (*Letter from Jacob Biby to GEICO Insurance Company, 01/07/14, attached as Exhibit "1"*).

10. That same day, Defendant faxed to Plaintiff's counsel the Declarations Page of the policy that was in effect at the time of the accident. (*Fax from Aaron*

¹ On January 13, 2014, Defendant sent correspondence to Plaintiff's counsel confirming that there was no Medical Payments coverage available under the policy.

Buffington to Jacob Biby, 01/07/14, attached as Exhibit "2"). The Declarations Page confirmed UM policy limits in the amount of \$25,000.00. (Exhibit "2").

11. After Dr. Cate's initial evaluation, Plaintiff was referred for an MRI, which revealed a disc protrusion at L5-S1. She was also referred to Dr. Trinidad at River West Medical Clinic for further evaluation.

12. Dr. Trinidad confirmed Plaintiff suffered from acute cervical, thoracic and lumber sprains, as well as post-traumatic headaches as a result of the wreck. Dr. Trinidad gave Plaintiff injections in the cervical spine, as well as occipital nerve blocks due to the radiating pain Plaintiff was experiencing. Dr. Trinidad also recommended that Plaintiff continue her treatment with Dr. Cate.

13. Plaintiff continued with regular treatment at Cate Chiropractic Center and River West Medical Clinic from January through June of 2014. To this day, Plaintiff experiences some lingering pain as a result of the wreck.

14. On August 25, 2014, Plaintiff's counsel sent correspondence to Defendant stating that, "the insurance coverage held by the tortfeasor may be inadequate for [the] injuries" sustained by Plaintiff. (*Letter from Jacob Biby to Aaron Buffington, 08/25/14, attached as Exhibit "3"). Plaintiff's counsel advised that the tortfeasor who caused Plaintiff's injuries while driving under the influence of drugs had "been arrested just twelve (12) days prior to the wreck for driving under the influence of drugs and possession of drug paraphernalia". (Exhibit "3"). Plaintiff's counsel provided Defendant an itemized assessment of Plaintiff's damages as a result of her injuries, including medical treatment of approximately \$10,000.00, as well as pain and suffering, totaling approximately \$120,000.00. Finally, Plaintiff's counsel stated that, pursuant to Burch v.*

Allstate, UM coverage is primary coverage and as a result, Defendant must pay the UM policy limits available to Plaintiff. (Exhibit "3").

15. In response, on September 11, 2014, Defendant acknowledged that it had received the demand from Plaintiff's counsel. Defendant further advised that the tortfeasor's bodily injury liability limits were \$25,000, but that its evaluation of Plaintiff's claim fell within that \$25,000.00 bodily injury limit and, therefore, it was denying her UM claim. (*Letter from Kelly Wallace*, 09/11/14, attached as Exhibit "4").

16. Subsequently, on October 13, 2014, Plaintiff's counsel notified Defendant that the tortfeasor's liability insurance company had offered its policy limits and requested Defendant to advise whether it was waiving its rights of subrogation or substitute payment. (*Letter from Jacob Biby to Kelly Wallace*, 10/13/14, attached as Exhibit "5").

17. On October 16, 2014, Defendant confirmed its waiver of subrogation for Plaintiff's claim. (*Letter from Kelly Wallace*, 10/16/14, attached as Exhibit "6").

18. Plaintiff fully complied and cooperated with Defendant's claims handling procedures and investigation, including but not limited to providing Defendant with requested claims forms and information as well as copies of the medical bills and records relating to the treatment she received as a result of the wreck.

FIRST CAUSE OF ACTION – BREACH OF CONTRACT

19. Plaintiff hereby adopts and realleges each of the facts and allegations set forth in paragraphs 1-18 above.

20. Plaintiff is entitled to payment of the UM policy limits of the policy, which Defendant has refused to pay.

21. Defendant's refusal to issue UM benefits for Plaintiff's claim is a denial of the contractual benefits due and owing to her.

22. Therefore, Defendant has breached the contract of insurance.

23. As a direct and proximate result of Defendant's breach of the insurance contract, Plaintiff has suffered damages in excess of Seventy-five Thousand Dollars (\$75,000).

**SECOND CAUSE OF ACTION – BREACH OF THE DUTY OF
GOOD FAITH AND FAIR DEALING**

24. Plaintiff hereby adopts and realleges each of the facts and allegations set forth in paragraphs 1-23 above.

25. As an insurance company licensed to do business in the State of Oklahoma, Defendant is bound by Oklahoma statutory and common law to honor its contractual obligations to its insureds in good faith. As such, Defendant has and continues to have a duty to deal fairly and in good faith with Plaintiff, its insured.

26. Defendant breached its duty to deal fairly and in good faith with Plaintiff by failing to conduct a full, fair and timely investigation into the nature and extent of Plaintiff's injuries suffered in the wreck at issue. This includes a refusal by Defendant to consider all pertinent facts and circumstances of the wreck and Plaintiff's injuries in order to fully compensate Plaintiff for her bodily injury under the UM coverage.

27. Defendant breached its duty to deal fairly and in good faith with Plaintiff by putting its own interests ahead of Plaintiff. Defendant further refused to provide full and fair compensation for the pain and mental anguish suffered by Plaintiff as a result of the car wreck in a further attempt to save Defendant money.

28. Defendant breached its duty to deal fairly and in good faith with Plaintiff because Defendant has a claims handling system that encourages and incentivizes claims employees to evaluate UM claims within the bodily injury limits of a tortfeasor to avoid payment. Defendant encourages this type of claims handling environment through the training and supervision of its claims employees where the duty of good faith and fair dealing is disregarded in favor of the profitability of Defendant.

29. As a result Defendant's breach of their duty to deal fairly and in good faith, Plaintiff suffered damages in excess of Seventy-five Thousand Dollars (\$75,000).

30. Defendant's breach of the duty of good faith and fair dealing was intentional and malicious

31. Punitive damages should be awarded against Defendant in an amount sufficient to punish Defendant and deter others.

WHEREFORE, Plaintiff, Lesa Moran, prays for judgment against Defendant GEICO Casualty Company for an amount in excess of Seventy-five Thousand Dollars (\$75,000.00), together with costs, interest, reasonable attorney fees, and other relief which this Court deems just and equitable.

Respectfully submitted,



Simone Gosnell-Fulmer, OBA #17037
Harrison C. Lujan, OBA #30154
Jacob L. Rowe, OBA #21797
FULMER GROUP PLLC
1101 N. Broadway, Ste 102
P.O. Box 2448
Oklahoma City, OK 73103
Phone/Fax: (405) 510-0077
Email: sfulmer@fulmergrouplaw.com
hlujan@fulmergrouplaw.com
jrowe@fulmergrouplaw.com

ATTORNEYS FOR PLAINTIFF

**ATTORNEY LIEN
JURY TRIAL DEMANDED**

MARTIN JEAN & JACKSON

ATTORNEYS AT LAW

PAUL S. MARTIN
KENNETH H. JEAN
SCOTT R. JACKSON
MICHAEL P. MARTIN
JACOB W. BIBY
PATRICK COLLOGAN

8023 EAST 63RD PLACE, SUITE 550
TULSA, OKLAHOMA 74133
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PONCA CITY OFFICE
MARTIN, JEAN & JACKSON
116 NORTH FIFTH STREET
PONCA CITY, OKLAHOMA 74601

STILLWATER OFFICE
MARTIN, JEAN & JACKSON
409 SOUTH DUCK
STILLWATER, OKLAHOMA 74074

PLEASE SEND ALL CORRESPONDENCE TO:
MARTIN, JEAN & JACKSON
8023 EAST 63RD PLACE, SUITE 550
TULSA, OKLAHOMA 74133

January 7, 2014

(214)442-5164
Geico Insurance Company-Aaron Buffington
PO Box 509105
San Diego, CA 92150

Re: Our Client: Lesa Moran
Date of Accident: 12/20/2013
Your Insured: Terra Carlock
Your Client's Claim: 0488427230101012

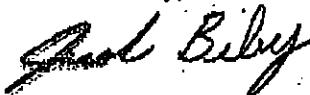
Dear Sirs:

Please be advised that this firm has been retained to represent the above-referenced client in a claim for benefits payable under the med pay policy identified above. Also, it is possible we will pursue a claim for damages and injuries as a result of a possible uninsured/underinsured motorist claim, pursuant to 36 O.S. Section 3636. Therefore, this letter will serve as notice that my client may be making a claim under the underinsured provisions of the above-referenced policy, as well as the direct claim against the "underinsured" and his carrier.

Upon receipt of this letter, please advise in writing within ten (10) days the limits of medical pay coverage and underinsured motorist coverage available to my client under the above-referenced policy. Please also forward the claims forms necessary for payment of medical services under the Medical Payments Coverage provision of the above policy.

Please acknowledge receipt of this letter and forward any further inquiries to the undersigned at our Tulsa office.

Sincerely,



Jacob W. Biby
Attorney at Law

JWB/sd

"when hurt people need help..."™

PERSONAL INJURY • WRONGFUL DEATH • AUTOMOBILE ACCIDENTS • PRODUCT LIABILITY • INSURANCE BAD FAITH
NURSING HOME NEGLIGENCE • WORKERS' COMPENSATION • SOCIAL SECURITY DISABILITY

EXHIBIT 1

GEICO Fax



Government Employees Insurance Company
GEICO General Insurance Company
GEICO Indemnity Insurance Company
GEICO Casualty Insurance Company

■ Chevy Chase, MD. ■ Dallas, TX
■ Fredericksburg, VA ■ Lakeland, FL
■ Woodbury, NY ■ Honolulu, HI
■ Macon, GA ■ Coralville, IA
■ Poway, CA ■ Virginia Beach, VA

To: 19187434001
From: ClaimsAtlas@geico.com
Date: January 07, 2014 20:05:42 GMT
Subj: ::DEFA::cc:3467243||cc:3979060::Claim Documents (0488427230101012)
Pages: 4

Date: January 07, 2014

To: Martin Jean & Jackson Attorneys At Law

Fax Number: 918-743-4001

From: Aaron Buffington 972-855-6238
GEICO Casualty Company
P.O. Box 509105
San Diego, CA - 92150-9930

Subject: Claim Documents (0488427230101012)

Message: Here is a copy of the rejection letter for
Lesa Moran.

This email/fax message is for the sole use of the intended

EXHIBIT 2

recipient(s) and may contain confidential and privileged information.
Any unauthorized review, use, disclosure or distribution of this
email/fax is prohibited. If you are not the intended recipient, please
destroy all paper and electronic copies of the original message.



Tel: 1-800-841-3000

GEICO CASUALTY COMPANY
P.O. Box 509090
San Diego, CA 92150-8090

Date Issued: November 21, 2013

RICHARD J CARLOCK AND TERRA M
CARLOCK
6703 E HASKELL PL
TULSA OK 74115-7824

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4328-10-52-02

Coverage Period:

11-01-13 through 05-01-14

12:01 a.m. standard time at the address of the named
Insured.

Endorsement Effective: 11-01-13

Email Address: Log in to geico.com to updateNamed Insured

Richard J Carlock
Terra M Carlock

Additional Driver

Gertrude E Moran

VehiclesVINVehicle LocationFinance Company/
Lienholder

1 2004 Kia	Sdna LX/EX	KNDUP131X46552406	Tulsa OK 74115
2 1998 Ford	F150	OK0510302	Tulsa OK 74115

Coverages*Limits and/or DeductiblesVehicle 1Vehicle 2

Bodily Injury Liability

Each Person/Each Occurrence	\$25,000/\$50,000	\$112.85	\$120.94
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Property Damage Liability	\$50,000	\$98.13	\$116.02
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Policy Uninsured Motorist

Each Person/Each Occurrence	\$25,000/\$50,000	\$110.36	\$0.00
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Six Month Premium Per Vehicle

\$321.34 \$236.98

Total Six Month Premium

\$658.30

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts

The total value of your discounts is

\$265.35

Good Driver \$124.55

Multi-Vehicle Discount \$140.80

T-R

DEC_PAGE (11-11) (Page 1 of 2)

Continued on Back
Policy Change Page 9 of 10

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MARTIN | JEAN | JACKSON
ATTORNEYS AT LAW

PAUL S. MARTIN
KENNETH N. JEAN
SCOTT R. JACKSON
MICHAEL P. MARTIN
JACOB W. BIBY
PATRICK E. COLLOGAN
HALLIE MARTIN

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14 NORTH FIFTH STREET
PONCA CITY, OKLAHOMA 74001

STILLWATER OFFICE
MARTIN, JEAN & JACKSON
409 SOUTH DUCK
POST OFFICE BOX 1869
STILLWATER, OKLAHOMA 74070

August 25, 2014

PLEASE SEND ALL CORRESPONDENCE TO
MARTIN, JEAN & JACKSON
8023 EAST 63RD PLACE, SUITE 550
TULSA, OKLAHOMA 74133

Certified Mail -- Return Receipt Requested

Geico Insurance
Attn: Aaron Buffington
P.O. Box 509105
San Diego, CA 92150

Re: Our Client: Lesa Moran
Your Insured: Terra Carlock
Date of Accident: 12/20/2013
Claim No.: 0488427230101012

Dear Mr. Buffington:

I have been informed that the insurance coverage held by the tortfeasor may be inadequate to compensate for injuries sustained in the above-referenced matter.

This claim arose because an underinsured driver rear ended the vehicle Ms. Moran was a passenger in while the underinsured driver was under the influence of drugs. The underinsured driver was arrested at the scene and appears to be facing criminal charges. In addition, my research has found that only 12 days prior to this collision, the negligent party was arrested by police for driving under the influence of drugs and being in possession of drug paraphernalia (syringes, white powder and pills). For these reasons, I believe this case has a high general damage and punitive damage value. An assessment of my client's general damages can be found below;

1.	Actual medical bills incurred to date with:	
	EMP of Tulsa County, PLLC	\$719.60
	EMSA	\$1,372.00
	Cate Chiropractic Center	\$2,835.00
	Radiology Consultants of Tulsa, Inc.	\$80.50
	River West Medical Clinic	\$1,015.00
	Saint Francis Hospital	\$2,102.00
	Tulsa Diagnostic Imaging	\$1,900.00
	Walgreens Pharmacy	\$147.67
	TOTAL:	\$10,171.79

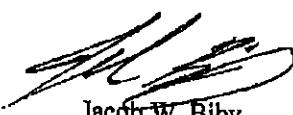


2.	Damages associated with pain and suffering incurred to date:	\$25,000.00
3.	Damages associated with cervical sprain/strain	\$5,000.00
4.	Damages associated with thoracic sprain/strain	\$5,000.00
5.	Damages associated with lumbar sprain/strain	\$5,000.00
6.	Damages associated with disc bulging at L3/4	\$5,000.00
7.	Damages associated with disc bulging at L4/5	\$10,000.00
8.	Damages associated with 3mm disc protrusion at L5/S1	\$10,000.00
9.	Damages associated with grade 1 retrolisthesis @ L5/S1	\$10,000.00
10.	Damages associated with post traumatic headaches	\$10,000.00
11.	Future estimated damages associated with pain and suffering:	\$20,000.00
	TOTAL	\$120,171.79

As the UM carrier in this accident, you have a duty to evaluate Ms. Moran's claim under the UM policy referenced above. As you know, according to Burch v. Allstate, UM coverage is now primary. In lieu of the above stated damages, my client has instructed me to enter a compromise settlement offer on her damages by demanding a sum of \$100,000.00 or the UM policy limits available to her, whichever is less, as full and final settlement of the claim set forth.

Please contact me within fourteen (14) days of your receipt of this letter with your evaluation of this claim.

Sincerely,



Jacob W. Biby
Attorney at Law

JWB:sd

Enc.





GEICO Casualty Company

Attn: Region V Claims, PO Box 509105
San Diego, CA 92150-9930

9/11/2014

Martin Jean & Jackson Attorneys At Law
To Whom It May Concern
8023 E 63rd Pl STE 550
Tulsa, OK 74133-1241

Company Name: Geico Casualty Company
Claim Number: 048842723-0101-012
Loss Date: Friday, December 20, 2013
Policyholder: Richard Carlock
Driver: Terra Carlock

To Whom It May Concern,

Thank you for your recent demand in reference to Lesa Moran. I have reviewed the medical records and bills submitted. My evaluation of Ms. Moran claim is within the \$25,000 bodily injury policy limits of the tortfeasor. You provided bills in the amount of \$10717.77, no loss of income was included as you did not provide any support of her current salary. If you have anything additional you wish to submit, please do so.

Sincerely,

Kelly Wallace, Examiner Code J017
972-701-1543
Claims Department



MARTIN | JEAN | JACKSON
ATTORNEYS AT LAW

PAUL S. MARTIN
KENNETH N. JEAN
SCOTT R. JACKSON
MICHAEL P. MARTIN
JACOB W. BIBY
PATRICK R. COLLOGAN
HALLIE A. MARTIN

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116 NORTH FIFTH STREET
PONCA CITY, OKLAHOMA 74601

STILLWATER OFFICE
MARTIN, JEAN & JACKSON
409 SOUTH DUCK
POST OFFICE BOX 1089
STILLWATER, OKLAHOMA 74076

October 13, 2014

PLEASE SEND ALL CORRESPONDENCE TO
MARTIN, JEAN & JACKSON
8023 EAST 83RD PLACE, SUITE 550
TULSA, OKLAHOMA 74133

(Via Fax and Certified Letter)
Kelly Wallace
Geico Insurance
P.O. Box 509105
San Diego, CA 92150

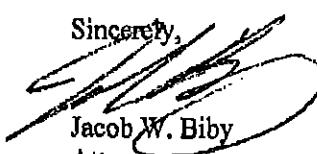
Re: Claim No. 0488427230101012
Our Client: Lesa Moran
Date of Incident: 12/20/2013

Dear Ms. Wallace:

Please be advised that the tortfeasor in this case has offered their policy limits. I have attached a letter from them advising of their offer.

Pursuant to 36 O.S. §3636 please advise if Geico wishes to waive their rights of subrogation or substitute payment in this matter.

I appreciate your prompt attention to this matter.

Sincerely,

Jacob W. Biby
Attorney at Law



Philip Levesque POTSmodem3

(1/2) 10/13/2014 11:21:11 AM -0500

BANKERS INSURANCE COMPANY
CLAIMS ADMINISTRATION C/O JUPITER
PO BOX 190675 NASHVILLE, TN 37219
PHONE: 615-921-5642 TOLL FREE: 855-280-5642 FACSIMILE: 615 921-5599

10/13/2014

Martin/Jean/Jackson
8023 East 63rd Pl. Suite 550
Tulsa, OK 74133

Attn.: Jacob Biby
Via fax : 918 743-4001

RE: Claim No.: 13-8001658
Policyholder: Rachel Gaudet
Date of Loss: 12/20/2013
Claimant: Lesa Moran

Dear Mr. Biby;

This is to confirm our offer of \$25,000.00 for Ms. Moran.

Please advise your client of our offer and advise disbursement info for the check, once received I will send out with a release. I look forward to your response.

Sincerely,

Philip R. Levesque
Claims Service Representative
Jupiter Claims Administration
On Behalf of Dallas National and Bankers Insurance Companies
(855) 280-5642 ext. 136
615-921-5681 direct dial
615-921-5599 fax
Email- p.levesque@jupitermga.com

FRAUD WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



GEICO Casualty Company

Attn: Region V Claims, PO Box 509105
San Diego, CA 92150-9930

10/16/2014

Martin Jean & Jackson Attorneys At Law
To Whom It May Concern
8023 E 63rd Pl STE 550
Tulsa, OK 74133-1241

Company Name: Geico Casualty Company
Claim Number: 046842723-0101-012
Loss Date: Friday, December 20, 2013
Policyholder: Richard Carlock
Driver: Terra Carlock

To Whom It May Concern,

**Please accept this letter as confirmation of GEICO's waiver of subrogation in reference to
Lesa Moran's bodily injury claim. Please let me know if you need anything additional.**

Sincerely,

Kelly Wallace, Examiner Code J017
972-701-1543
Claims Department

GEICO Fax



Government Employees Insurance Company
GEICO General Insurance Company
GEICO Indemnity Insurance Company
GEICO Casualty Insurance Company

■ Chevy Chase, MD. ■ Dallas, TX
■ Fredericksburg, VA ■ Lakeland, FL
■ Woodbury, NY ■ Honolulu, HI
■ Macon, GA ■ Coralville, IA
■ Poway, CA ■ Virginia Beach, VA

To: 19187434001
From: ClaimsAtlas@geico.com
Date: October 16, 2014 12:18:51 GMT
Subj: ::LWDA::D047887638::Claim# 0488427230101012
Pages: 2

To: To Whom It May Concern
Policy Holder: Richard Jason Carlock
From: Kelly Wallace (GEICO Claims Examiner)

Your letter from GEICO is attached.

This email/fax message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution of this email/fax is prohibited. If you are not the intended recipient, please destroy all paper and electronic copies of the original message.